

AMENDED AND RESTATED BYLAWS

OF

CANOA VISTAS, INC.

an Arizona non-profit corporation

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1 **ARTICLE I**
2 **INTRODUCTION**
3

4 **1.1 Amendment and Restatement of Bylaws.** Canoa Vistas, Inc., an Arizona
5 nonprofit corporation (the "Association"), hereby amends and restates in their entirety all
6 previous Bylaws of the Association. However, prior acts and actions taken in accordance with
7 prior Bylaws are hereby validated and saved following adoption of these Amended and
8 Restated Bylaws (these "Bylaws").
9

10 **1.2 Declaration.** The use of the property known as Canoa Vistas for the benefit of
11 the Members is governed by that Declaration of Establishment of Conditions, Covenants, and
12 Restrictions, recorded on March 24, 1986, in Book 7747, pages 915 thru 960 inclusive, office of
13 the Pima County Recorder (the "Declaration"). All references to the Declaration shall include
14 any amendments.
15

16 **1.3 Community Documents.** The term "Community Documents" shall refer to the
17 Declaration, the Articles, the Bylaws and rules adopted by the Board.
18

19 **ARTICLE II**
20 **NAME, PRINCIPAL OFFICE, AND DEFINITIONS**
21

22 **2.1 Name.** The name of the corporation is Canoa Vistas, Inc. (the "Association").
23

24 **2.2 Principal Office.** The principal office of the Association shall be located in Green
25 Valley, Pima County, Arizona.
26

27 **2.3 Definitions.** The words used in these Bylaws shall be given their normal,
28 commonly understood definitions. Capitalized terms shall have the same meaning as set forth
29 in the Declaration, unless the context indicates otherwise.
30

31 **ARTICLE III**
32 **ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM**
33

34 **3.1 Membership.**
35

36 **3.1.1 Eligibility.** Each Owner of a Lot shall be a Member of the Association as
37 more fully set forth in the Declaration, the terms of which that pertain to
38 Membership are incorporated by this reference.

1 **3.1.2 Rights.** The rights of Membership shall be to vote (in accordance with
2 this Article III), to hold office, and to enjoy or benefit from the Common Areas,
3 subject to the Community Documents.
4

5 **3.1.3 Suspension of Rights.** The voting rights of any Owner are suspended for
6 any period in which the Assessment against his/her Lot remains unpaid. Such
7 Owner is not a Member in Good Standing.
8

9 **3.2 Place of Meetings.** Meetings of the Association shall be held at a suitable place
10 as the Board may designate, provided such place is as convenient and practical for the
11 Members as possible.
12

13 **3.3 Annual Meetings.** The annual meeting of Members shall be held in February of
14 each year on a date and at a time set by the Board.
15

16 **3.4 Special Meetings.** The President may call special meetings of the Members. In
17 addition, it shall be the duty of the President to call a special meeting if so directed by
18 resolution of the Board or upon a written petition signed by at least **twenty-five percent (25%)**
19 of the Members eligible to vote in the Association. The petition shall state the purpose(s) of
20 the proposed meeting, and the business transacted at the special meeting shall be confined to
21 the purpose(s) stated in the petition. The close of business on the day before delivery of the
22 petition for a special meeting shall be the record date for the purpose of determining whether
23 the demand for the special meeting has been signed by at least **twenty-five percent (25%)** of
24 the Members eligible to vote in the Association.
25

26 **3.5 Notice of Meetings.** A notice stating the place, day, and hour of any meeting of
27 the Members shall be delivered, either personally or by first class mail or as otherwise provided
28 by A.R.S. §33-1804, to each Member entitled to vote at such meeting, not less than **twenty (20)**
29 nor more than **fifty (50)** days before the date of such meeting, by or at the direction of the
30 President or the Secretary or the officers or persons calling the meeting.
31

32 In the case of a special meeting or when otherwise required by statute or these Bylaws,
33 the purpose(s) for which the meeting is called shall be stated in the notice. No business shall be
34 transacted at a special meeting except as stated in the notice.
35

36 **3.6 Waiver of Notice.** Waiver of notice of a meeting of the Members shall be
37 deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any
38 meeting of the Members, either before or after such meeting. Attendance at a meeting by a

1 Member shall be deemed waiver by such Member of notice of the time, date, and place
2 thereof, unless such Member specifically objects to lack of proper notice at the time the
3 meeting is called to order. Attendance at a special meeting also shall be deemed waiver of
4 notice of all business transacted at such meeting unless an objection on the basis of lack of
5 proper notice is raised before the business is put to a vote.
6

7 **3.7 Quorum.** Except as otherwise provided in these Bylaws or in the Declaration,
8 the presence in person or by absentee ballot of Members entitled to cast at least **twenty-**
9 **percent (20%)** of the votes in the Association shall constitute a quorum at all meetings and in all
10 elections of the Association.
11

12 **3.8 Conduct of Meetings.** The President or his/her designee shall preside over all
13 meetings of the Association, and the Secretary or his/her designee shall take the minutes of the
14 meetings and record in a minute book all resolutions adopted and all other transactions
15 occurring at such meetings.
16

17 **ARTICLE IV**

18 **VOTING**

19

20 **4.1 Voting Rights.** The voting rights of the Members shall be as set forth in the
21 Declaration and in these Bylaws. No change in Membership shall be effective for voting
22 purposes until the Board receives written notice of such change. Owners are entitled to one
23 vote for each Lot owned. There is only one vote for each Lot, whether owned by one or more
24 persons. The vote for each Lot must be cast as a single vote; however, if co-Owners cannot
25 agree on how to cast their vote, the vote shall be prorated among them. If any Owner casts a
26 vote representing a certain Lot, he/she will be conclusively presumed to be acting with the
27 authority and consent of all other Owners of the same Lot unless written objection is made to
28 the Board at or prior to the time the vote is cast.
29

30 **4.2 Voting Procedures.**

31

32 **4.2.1 Proxies.** Members may not vote by proxy, but only in person or by
33 absentee or written ballot as provided in this **Section 4.2.**
34

35 **4.2.2. Ballots.** The ballots shall remain sealed until the voting is closed, at which
36 time they shall be opened and the votes tabulated.
37
38

1 **4.2.3 Voting at Meetings.** The Association shall provide for votes to be cast in
2 person and by absentee ballot and, in addition, the Association may provide for
3 voting by some other form of delivery, including the use of e-mail and fax
4 delivery. When absentee ballots or ballots provided by some other form of
5 delivery are used, the following procedure shall apply:
6

7 **4.2.3.1** The ballot shall set forth each proposed action to be taken at
8 the meeting.
9

10 **4.2.3.2** The ballot shall provide an opportunity to vote for or against
11 each proposed action.
12

13 **4.2.3.3** The ballot is valid for only one specified election or meeting of
14 the Members and expires automatically after the completion
15 of the election or meeting.
16

17 **4.2.3.4** The ballot must specify the time and date by which the ballot
18 must be delivered to the Board in order to be counted. Ballots
19 received after this date shall not be counted.
20

21 **4.2.3.5** The ballot must be sent to Members at least **twenty (20)** days
22 but not more than **fifty (50)** days prior to the date of the
23 election or vote on an issue, and the date set for the
24 tabulation of the ballots shall be stated on the ballot.
25

26 **4.2.3.6** Absentee ballots shall be valid for the purpose of establishing
27 a quorum for the vote or election.
28

29 **4.2.3.7** The absentee ballot cannot authorize another person to cast
30 votes on behalf of the Member.
31

32 **4.2.3.8** All completed ballots and envelopes and any other related
33 materials shall contain the name, address and signature of the
34 person voting. If secret ballots are used, only the envelope
35 and any non-ballot-related materials shall contain the name,
36 address and signature of the voter.
37
38

1 **4.2.3.9** Ballots, envelopes and related materials, including sign-in
2 sheets if used, shall be retained in electronic or paper format
3 and made available for Member inspection for at least one
4 year after the completion of an election.
5

6 **4.2.4 Voting By Written Ballot.** Any action that the Members may take at any
7 annual or special meeting may be taken without a meeting if the Association
8 delivers a written ballot to every Member entitled to vote on the matter. A vote
9 may be conducted by electronic means in accordance with A.R.S. §10-3708.¹
10

11 **4.2.4.1** A written ballot shall:

- 12
13 **(A)** Set forth each proposed action.
14 **(B)** Provide an opportunity to vote for or against each
15 proposed action.
16

17 **4.2.4.2** Approval by written ballot is valid only if both:

- 18
19 **(A)** The number of votes cast by ballot equals or exceeds the
20 quorum required to be present at a meeting authorizing
21 the action.
22 **(B)** The number of approvals equals or exceeds the number
23 of votes that would be required to approve the matter at
24 a meeting.
25
26
27
28

¹ As of the effective date of these Bylaws, A.R.S. §10-3708 provides:

F. After providing notice that complies with subsection G of this section to members that a vote shall be conducted by electronic means, a written ballot may be delivered through an online voting system that does all of the following: (1) authenticates the member's identity; (2) authenticates the validity of each electronic vote to ensure that the vote is not altered in transit; (3) transmits a receipt to each member who casts an electronic vote; and (4) stores electronic votes for recount, inspection and review purposes.

G. The notice prescribed by subsection F of this section shall include a reasonable procedure by which a member may obtain and cast a ballot through some other form of delivery, including United States mail delivery and fax transmission.

1 **4.2.4.3** All solicitations for votes by written ballot shall:

- 2
- 3 **(A)** Indicate the number of responses needed to meet the
- 4 quorum requirements.
- 5 **(B)** State the percentage of approvals necessary to approve
- 6 each matter other than election of Directors.
- 7 **(C)** Specify the time by which a ballot must be delivered to
- 8 the Association in order to be counted, which time shall
- 9 not be less than **ten (10)** days after the date that the
- 10 Association delivers the ballot.
- 11

12 **4.3 Tie Votes.** In the event of a tie vote, there shall be another vote solely for the

13 purpose of breaking the tie.

14

15 **4.4 Majority.** As used in these Bylaws, the term "majority" shall mean those votes,

16 Members, Owners, or other groups as the context may indicate totaling more than **fifty percent**

17 **(50%)** of the total eligible number.

18

19 **ARTICLE V**

20 **COMPOSITION OF BOARD OF DIRECTORS**

21

22 **5.1 Governing Body; Composition.** The affairs of the Association shall be governed

23 by a Board of Directors, with each Director having **one (1)** equal vote. The Directors shall be

24 Members.

25

26 **5.2 Number of Directors.** The Board shall consist of not less than **three (3)** or more

27 than **five (5)** Directors.

28

29 **5.3 Term of Office.** Notwithstanding any other provisions of these Bylaws, each

30 elected Director shall serve for a term of **two (2)** years and may be re-elected to serve

31 successive terms. The terms of the Directors shall be staggered. Directors shall hold office until

32 their respective successors have been elected and qualified. If there is a possibility of no

33 staggered terms in any election year, the Board may adopt reasonable election procedures,

34 including a modification of terms for some of the newly-elected Directors, so that staggered

35 terms will be restored.

36

37

38

1 **5.4 Removal of Directors and Vacancies.**

2

3 **5.4.1** The Members, by a majority vote of Members entitled to vote and voting
4 on the matter at a meeting of the Members called pursuant to these Bylaws, at
5 which a quorum is present, may remove any Director from the Board with or
6 without cause. For purposes of calling for removal of a Director by the
7 Members, the following apply:

8

9 **5.4.1.1** On receipt of a petition that calls for removal of a Director and
10 that is signed by the Members entitled to cast at least **twenty-five**
11 **percent (25%)** of the votes in the Association, the Board shall call and
12 provide written notice of a special meeting of the Association as
13 prescribed by these Bylaws. A Person is eligible to sign the petition if
14 he/she is eligible to vote in the Association at the time of signing.

15

16 **5.4.1.2** The special meeting shall be called, noticed and held within
17 **thirty (30)** days after the Board's receipt of the petition. A quorum is
18 present if **twenty percent (20%)** of the Members who are eligible to vote
19 in the Association as of the date of the meeting are present in person or
20 by absentee ballot.

21

22 **5.4.1.3** If a civil action is filed regarding the removal of a Director, the
23 prevailing party in the civil action shall be awarded its reasonable
24 attorney fees and costs.

25

26 **5.4.1.4** The Board shall retain all documents and other records
27 relating to the proposed removal of any Director for at least **one (1)** year
28 after the date of the special meeting and shall permit Members to
29 inspect those documents and records pursuant to these Bylaws and
30 applicable law.

31

32 **5.4.1.5** A petition that calls for the removal of the same Director shall
33 not be submitted more than once during each term of office for that
34 Director. A Director who is removed is not eligible to serve on the Board
35 again until after the expiration of the removed Director's term of office.

36

37 **5.4.2** If less than a majority of all of the Directors is removed, the remaining
38 Directors shall appoint a successor to fill each vacancy for the remainder of the

term. If more than a majority of the Directors are removed, the Nominating and Election Committee shall organize an election for the replacement of the removed Directors at a separate meeting of the Members of the Association that is held not later than **thirty (30)** days after the meeting at which the Directors were removed.

5.4.3 Any Director who has **three (3)** consecutive unexcused absences from Board meetings, or is more than **ninety (90)** days delinquent (or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, without being excused by the President for good cause, shall be deemed to have resigned from office and the Board may appoint a successor to fill the vacancy for the remainder of the term.

5.4.4 In the event of the death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such Directorship may elect a successor for the remainder of the term. The Board shall act to fill any vacancy within a period of **sixty (60)** days after the vacancy arises unless the annual election will take place within **ninety (90)** days of the vacancy occurring.

5.4.5 Any Director appointed by the Board shall be selected from among Members.

5.5 **Compensation.** No Director shall receive compensation for any services rendered to the Association. Directors may be reimbursed for actual expenses incurred in the performance of duties.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

6.1 **Nomination Procedures.** Prior to each annual election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has an interest in serving as a Director may file as a candidate for any position to be filled. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-effective manner. Each candidate shall be given a reasonable, uniform opportunity by the Board to communicate his or her qualifications to the Members and to solicit votes.

6.2 Nominations for Board Election. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee, appointed by the Board of Directors, shall consist of three or more members excluding current Board members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from the Members of the Association.

6.3 Election Procedures. The annual election for Directors shall be held in accordance with Article IV of these Bylaws. Each Member may vote by secret ballot for each position to be filled from the slate of candidates for the election. The number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. There shall be no cumulative voting and there shall be a space on the ballot for a write-in vote for each open position on the Board. In the election, if there is only one candidate for each position and if it is the preference of a majority in attendance, the vote may be taken by voice vote to affirm that the candidates are elected to the Board.

ARTICLE VII

MEETINGS OF THE BOARD OF DIRECTORS

7.1 Board Meetings.

7.1.1 Organizational Meetings. The first meeting of the Board following each annual meeting of the Membership shall be held within **ten (10)** days thereafter at such time and place as the Board shall fix.

7.1.2 Regular Meetings. Regular meetings of the Board may be held at such time and place, within the State, as a majority of the Directors shall determine, but at least **one (1)** such meeting shall be held during each fiscal year.

7.1.1.3 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any **two (2)** Directors after **three (3)** days' notice to each director unless emergency circumstances require shorter notice.

7.2 Notice of Meetings. Notice of meetings of the Board of Directors shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each Director by: (A) personal

1 delivery; (B) first class mail, postage prepaid; (C) telephone communication, either directly to
2 the Director or to a person at the Director's office or home who would reasonably be expected
3 to communicate such notice promptly to the Director; (D) electronic mail with confirmation of
4 the transmission or (E) facsimile (fax) with confirmation of transmission. All such notices shall
5 be given at the Director's telephone number or sent to the Director's address as shown on the
6 records of the Association. Notices sent by first class mail shall be deposited into a United
7 States mailbox at least **four (4)** business days before the time set for the meeting. Notices
8 given by personal delivery, telephone, electronic mail or facsimile shall be delivered,
9 telephoned or transmitted by telephone at least **seventy-two (72)** hours before the time set for
10 the meeting. Notice of Board meetings shall also be given to the Members in accordance with
11 applicable State law.²
12

13 **7.3 Waiver of Notice.** Waiver of notice of a meeting of the Board of Directors shall
14 be deemed the equivalent of proper notice. Any Board member may, in writing, waive notice
15 of any meeting of the Board, either before or after such meeting. Attendance at a meeting by a
16 Director shall be deemed waiver by such Director of notice of the time, date, and place thereof,
17 unless such Director specifically objects to lack of proper notice at the time the meeting is
18 called to order. Attendance at a special meeting also shall be deemed waiver of notice of all
19 business transacted at such meeting unless an objection on the basis of lack of proper notice is
20 raised before the business is put to a vote.
21

22 **7.4 Telephonic Participation in Meetings.** Members of the Board or any committee
23 designated by the Board may participate in a meeting of the Board or committee by means of
24 conference telephone or similar communications equipment, so that all persons participating in
25 the meeting can hear each other. Participation in a meeting pursuant to this Section shall
26 constitute presence in person at such meeting.
27

28 **7.5 Quorum of Board of Directors.** At all meetings of the Board, a majority of the
29 Directors shall constitute a quorum for the transaction of business, and the affirmative vote of a
30 majority of the Directors present at a meeting at which a quorum is present shall constitute the
31 decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration.
32 If any meeting of the Board cannot be held because a quorum is not present, a majority of the
33 Directors present at such meeting may adjourn the meeting to a time not less than **five (5)** nor

² As of the date of these Bylaws, **A.R.S. §33-1804** requires **forty-eight (48)** hours advance notice to members of meetings of the Board by newsletter, conspicuous posting or any other reasonable means as determined by the Board.

1 more than **thirty (30)** days from the date of the original meeting. At the reconvened meeting, if
2 a quorum is present, any business which might have been transacted at the meeting originally
3 called may be transacted without further notice.
4

5 **7.6 Conduct and Organization of Meetings.** Each meeting will be called to order and
6 thereafter chaired by the President of the Association acting as the Chairperson of the Board of
7 Directors. The Association's Secretary will act as Secretary of each meeting; in his/her absence,
8 the chairperson of the meeting may appoint any person to act as Secretary. The Secretary shall
9 keep a minute book of Board meetings, recording all Board resolutions and all transactions and
10 proceedings occurring at such meetings.
11

12 As long as there is no showing of bad faith on his/her part, the Chairperson of a meeting
13 will, among other things, have absolute authority to determine the order of business to be
14 conducted at such meeting and to establish reasonable rules for expediting the business of the
15 meeting (including any informal, or question and answer portions thereof).
16

17 **7.7 Open Meetings.** Subject to the provisions of **Section 4.15**, all meetings of the
18 Board shall be open to all Members as required under A.R.S. §33-1804(A) or any successor
19 statute. Presentation of one or more issues by any Member for consideration by the Board at
20 any meeting shall be submitted to the President or Secretary in writing at least **ten (10)** days in
21 advance of the Board meeting in order for the issue(s) to be included among agenda items for
22 such meeting.
23

24 **7.8 Closed Meetings.** The Board of Directors may have a closed meeting (or a closed
25 portion of a meeting) only if it will be considering any of the following:
26

- 27 a) legal advice from an attorney for the Board or the Association;
- 28
- 29 b) pending or contemplated litigation;
- 30
- 31 c) personal, health, or financial information about an employee of the
32 Association, an employee of a contractor, or an individual Association member;
- 33
- 34 d) employment information (including compensation, job performance,
35 health, and specific complaints) for an Association employee or an employee of a
36 contractor of the Association who works under the direction of the Association.
37

1 e) a Member's appeal of any violation cited or penalty imposed by the
2 Association except on request of the affected Member that the meeting be held
3 in open session.
4

5 **7.9 Action without a Meeting.** Any action that may be taken or is to be taken at a
6 meeting of the Directors may be taken without a meeting if a consent in writing, setting forth
7 the action so taken, is signed by all of the Directors, and such consent shall have the same force
8 and effect as a unanimous vote. Such consents may be submitted via e-mail or fax, and signed
9 in counterparts. Such consents shall be announced at and filed with the minutes of the next
10 Board meeting. Action without a meeting may be taken only when it is not possible to
11 assemble a quorum for a meeting or Board action is required for immediate Association
12 business.
13

14 **7.10 Emergency Action.** In the case of an emergency necessitating an immediate
15 decision and action by the Board is required and a quorum of the Board cannot be convened,
16 those Directors who are physically present in the Association area shall be empowered to
17 render an interim decision for the protection and well-being of the Members. A written
18 summary of the interim decision(s) will be entered into the Association's records and shall be
19 signed by all the Directors involved in the interim decision.
20

21 **ARTICLE VIII**

22 **POWERS AND DUTIES OF BOARD OF DIRECTORS**

23

24 **8.1 General Powers and Duties.** The Board of Directors shall have all of the powers
25 and duties necessary for the administration of the Association's affairs and for performing all
26 responsibilities and exercising all rights of the Association as set forth in the Community
27 Documents, and as provided by law. The Board may do or cause to be done all acts and things
28 which the Community Documents or State laws do not prohibit or direct to be done and
29 exercised exclusively by the membership generally.
30

31 **8.2 Powers of the Board.** The powers of the Board include but are not limited to the
32 following:
33

34 a) Adopt and publish rules and regulations governing the use of the
35 Common Areas, and the personal conduct of the Members and their guests
36 thereon, and to establish penalties for the infraction thereof;
37

1 b) Exercise for the Association all powers, duties and authority vested in or
2 delegated to this Association, and not reserved to the membership by other
3 provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
4

5 c) Employ an independent contractor, or such other employees as they
6 deem necessary, and to prescribe their duties. Any management agreement
7 must have a provision allowing cancellation by either party upon 30 days written
8 notice;
9

10 d) To appoint and remove at pleasure all Committee Chairmen, agents and
11 employees of the Association, prescribe their duties, fix their compensation, and
12 require of them such security or fidelity bond as it may deem expedient; and
13

14 e) Any contractor or agent shall carry Worker's Compensation and General
15 Liability Insurance in an amount deemed necessary by the Board, but in no event
16 less than three hundred thousand dollars (\$300,000.00), and evidence of such
17 insurance shall be given to the Board before work is started.
18

19 **8.3 Duties of the Board.** The Board of Directors shall have the duty to:
20

21 a) Cause to be kept a complete record of all of its acts and corporate affairs,
22 and to present a statement thereof to the Association, and to see that their
23 duties are properly performed;
24

25 b) Prepare and adopt an annual budget establishing each Owner's
26 assessment for his/her share of the common expenses, which budget shall
27 include, but not necessarily be limited to, the estimated revenue and expenses
28 and the annual cash reserves available for replacement and major repairs of the
29 Association's facilities;
30

31 c) Establish, assess and collect assessments;
32

33 d) Comply with applicable state law with respect to periodic audit, review or
34 compilation of the Association's financial records, at the discretion of the Board,
35 provided that if the services of a certified public accountant are retained, he or
36 she shall be appointed by the Board and paid by the Association;
37

- 1 e) Supervise all Committee Chairman, agents and employees of this
2 Association, and to see that their duties are properly performed;
3
4 f) Procure and maintain adequate liability and hazard insurance on property
5 owned by the Association;
6
7 g) Cause the Board Members, Committee Chairmen or employees having
8 fiscal responsibilities to be bonded, as may seem appropriate;
9
10 h) Cause the Common Areas to be maintained;
11
12 i) Maintain all commonly-used equipment; and
13
14 j) Borrow money for maintenance or improvement of property owned by
15 the Association, and to mortgage or pledge any or all of the Association's real or
16 personal property as security for money borrowed or debts incurred; provided
17 that the loan is approved by a majority of the Members who are voting at an
18 Association meeting (in person or by absentee ballot) or by written ballot.
19

20 **ARTICLE IX**
21 **OFFICERS**
22

23 **9.1 Officers.** The officers of the Association shall be a President, Vice President,
24 Secretary, and Treasurer. The Board may appoint such other officers, including one or more
25 Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such
26 officers to have such authority and perform such duties as the Board prescribes. The same
27 individual may simultaneously hold more than one office in a corporation.
28

29 **9.1.1 President.** The President shall preside at all meetings of the Association
30 and Board of Directors; shall see that orders and resolutions of the Board are
31 carried out; shall sign all leases, mortgages, deeds and other written instruments
32 and agreements necessary to the Association's business; and shall co-sign all
33 promissory notes. The President or his/her designee shall act as liaison with
34 Green Valley Recreation and Green Valley Council, as the need arises.
35

36 **9.1.2 Vice President.** The Vice President shall act in the place and stead of the
37 President in the event of his/her absence, inability or refusal to act, and when so
38 acting, shall have all the powers of, and be subject to all the restrictions upon,

1 the President. The Vice President shall exercise and discharge such other duties
2 as may be required of him/her by the Board.

3
4 **9.1.3 Secretary.** The Secretary shall record the votes and keep the minutes of
5 all meetings and proceedings of the Board and of the Members; keep the
6 corporate seal of the Association, and affix it on all papers requiring said seal;
7 serve notice of meetings of the Board and of the Members; keep appropriate
8 current records showing the Members of the Association, together with their
9 addresses, and shall perform such other duties as required by the Board.

10
11 **9.1.4 Treasurer.**

12
13 a) Shall receive and deposit in appropriate bank accounts all monies
14 of the Association.

15
16 b) Shall disburse such funds as directed by resolution of the Board of
17 Directors; provided, however, that a resolution of the Board of Directors
18 shall not be necessary for disbursements made in the ordinary course of
19 business conducted within the limits of a budget adopted by the Board.

20
21 c) Shall sign all checks and promissory notes of the Association. In
22 the event that the Treasurer is not available, all checks and promissory
23 notes may be signed by any Board member whose signature is on file
24 with the bank. Any budgeted expenditure shall require the signature of
25 the Treasurer or another officer; any unbudgeted expense requires the
26 prior approval of the Board; and two officers shall have electronic access
27 to the Association's bank account for transactions..

28
29 d) Shall keep proper books of account.

30
31 e) Shall cause an annual audit of the Association books to be made
32 by the Audit Committee.

33
34 f) Shall prepare an annual budget to be presented to the
35 membership at the annual meeting.

36
37 g) Shall prepare statement of annual income and expenditures to be
38 presented at the annual meeting.

1
2 h) Copies of statements shall be delivered to each Member at the
3 annual meeting and will be distributed by mail or email to Members that
4 do not attend.
5

6 **9.2 Election and Term of Office.** The Board shall elect the officers of the Association
7 at the first meeting of the Board following each annual meeting of the Members, to serve for
8 one term or until their successors are elected by the Board.
9

10 **9.3 Removal and Vacancies.** The Board may remove any officer whenever in its
11 judgment the best interests of the Association will be served, and may fill any vacancy in any
12 office arising because of death, resignation, removal, or otherwise, for the unexpired portion of
13 the term.
14

15 **9.4 Resignation.** Any officer may resign at any time by giving written notice to the
16 Board of Directors, the President, or the Secretary. Such resignation shall take effect on the
17 date of the receipt of such notice or at any later time specified therein, and unless otherwise
18 specified therein, the acceptance of such resignation shall not be necessary to make it effective.
19

20 **9.5 Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts,
21 deeds, leases, checks, and other instruments of the Association shall be executed by at least
22 two officers or by such other person or persons as may be designated by Board resolution. In
23 addition, checks under a dollar limit to be designated by Board resolution may be signed by one
24 authorized person.
25

26 **9.6 Compensation.** Compensation of officers shall be subject to the same
27 limitations as compensation of Directors under **Section 5.5**.
28

29 **9.7 Special Appointments.** As set forth in **Section 9.1** above, the Board may elect
30 such other officers as the affairs of the Association may require, each of whom shall hold office
31 for such period, have such authority, and perform such duties as the Board may, from time-to-
32 time, determine.
33

34 **ARTICLE X**
35 **COMMITTEES**
36

37 **10.1 Appointment of Committees.** Unless otherwise provided herein, the members
38 of the Standing Committees shall be appointed by majority vote of the Board of Directors

1 following each annual meeting to serve until their successors are appointed. The Board, at its
2 discretion, may create other committees and stipulate their duties.

3
4 **10.2 Standing Committees.** The Standing Committees of the Association shall be:

5
6 a) Architectural Committee, which shall have the duties and responsibilities
7 set forth in the Declaration. At least one member of the Board shall be a
8 member of this Committee and shall serve as chairperson.

9
10 b) Audit Committee, which shall make an annual audit of the Association's
11 books and approve the annual financial statements to be presented to the
12 membership at its annual meeting or at such other time as the financial
13 statements can be made available.

14
15 c) The Maintenance Committee, which shall advise the Board of Directors
16 on all matters pertaining to the maintenance, repair or improvement of Common
17 Area, and shall perform other functions as the Board, in its discretion
18 determines.

19
20 d) The Nominating Committee shall have the duties and functions as
21 described in Article VI of these Bylaws.

22
23 **10.3 Committee Inquiries.** It shall be the duty of each committee to receive inquiries
24 and complaints from Members on any matter involving Association functions and activities
25 within its field of responsibility. Each committee shall respond to such inquiries and complaints
26 as it deems appropriate or refer them to such other committee, Director or Officer of the
27 Association as is concerned with the matter presented.

28
29 **ARTICLE XI**
30 **INDEMNIFICATION**
31

32 The Association shall indemnify to the fullest extent allowed by law, every officer,
33 director, and committee member, against any and all expenses, including attorneys' fees,
34 reasonably incurred by or imposed upon, any officer, director, or committee member, in
35 connection with any action, suit or other proceeding (including settlement of any suit or
36 proceeding if approved by the then Board of Directors) to which he or she may be made a party
37 by reason of being or having been an officer, director or committee member. This provision
38 shall not be deemed to include travel expenses to attend Association meetings or legal

proceedings, and shall only include reasonable actual expenses. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance, to also include committee members, to fund this obligation. The indemnification provided herein is conditioned on the cooperation of the involved officer, director or committee member, in the handling of and settlement of any claim or legal proceedings at issue.

ARTICLE XII

BOOKS AND RECORDS

12.1 Records Availability. All financial and other records of the Association shall be made reasonably available for examination by any Member or any person designated by the member in writing as the Member's representative

12.2 Limits to Requests for Records. Any Member (or his/her designated agent), after having made a request in writing to the Association, shall be permitted to inspect all financial and other records except:

- a) privileged communications between the Association and its attorney;
- b) records pertaining to pending litigation involving the Association;
- c) meeting minutes or other records from a closed Board meeting;
- d) personal, health, and financial records of an employee, employee of a contractor, or an individual member of the Association
- e) employment records of an employee or an employee of a contractor of the Association;
- f) if the disclosure of the records would violate state or federal law.

12.3 Time to Process Records Requests. The Association shall have **ten (10)** business days to fulfill a request for examination.

1 **ARTICLE XIII**
2 **AMENDMENTS**
3

4 These By-Laws may be amended at a regular or special meeting of the Association by
5 two-thirds (2/3rds) of the Members present in person or by absentee ballot, provided that all
6 amendments are consistent with the recorded Declaration and Articles of Incorporation.
7

8 **ARTICLE XIV**
9 **MISCELLANEOUS**
10

11 **14.1 Fiscal Year.** The fiscal year of the Association shall begin on the first (1st) day of
12 January and end on the thirty-first (31st) day of December of every year.
13

14 **14.2 Conflicts.** If there are conflicts between the provisions of the Declaration and
15 any other of the Community Documents, the provisions of the Declaration shall prevail. If there
16 are conflicts between the provisions of the Articles of Incorporation and these Bylaws, the
17 Articles shall prevail.
18

19 **14.3 Notices.** Except as otherwise provided in the Declaration or these Bylaws, all
20 notices, demands, bills, statements, or other communications under the Declaration or these
21 Bylaws shall be in writing and shall be deemed to have been duly given: (a) if delivered
22 personally; (b) three (3) days after deposit in the United States Postal Service when mailed; (c)
23 one (1) business day after pick-up by the courier service when sent by overnight courier,
24 properly addressed and prepaid; and (d) on the business day after the date of the sender's
25 electronic confirmation or receipt when sent by facsimile or electronic transmission. If sent by
26 electronic mail ("e-mail"), the notice shall be deemed delivered when sent to the intended
27 recipient's e-mail address and not returned to sender as "undeliverable" through the e-mail
28 server.
29

30 **14.3.1** If to a Member, notice shall be delivered to the address last appearing in
31 the records of the Association; or
32

33 **14.3.2** If to the Association, the Board, or the managing agent, notice shall be
34 delivered to the principal office of the Association or of the managing agent, or
35 at such other address as shall be designated in writing to the Members.
36
37
38

CERTIFICATION

The undersigned President of **CANOA VISTAS INC.**, an Arizona nonprofit corporation, does hereby certify that the foregoing Bylaws constitute the official Bylaws of said Association, as duly adopted by the Association on the 14th day of April, 2017.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of said Association this 5 day of May, 2017.

CANOA VISTAS, INC.,
an Arizona nonprofit corporation

By: Brent Fabian
Brent Fabian
Its: President

ATTEST:

Brenda Carlson
Secretary

CERTIFICATION


The undersigned President of **CANOA VISTAS INC.**, an Arizona nonprofit corporation, does hereby certify that the foregoing Bylaws constitute the official Bylaws of said Association, as duly adopted by the Association on the 14th day of April, 2017.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of said Association this ____ day of _____, 2017.

CANOA VISTAS, INC.,
an Arizona nonprofit corporation

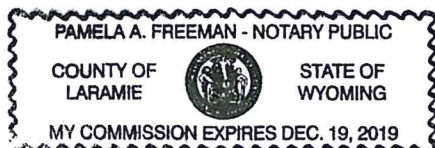
By: _____
Brent Fabian
Its: President

ATTEST:


Brenda Carlson
Secretary

STATE OF Wyoming)
 : SS:
County of Laramie)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
5 day of May 2017, by Brent Fabian as President of CANOA VISTAS,
INC., an Arizona non-profit corporation, on behalf of the corporation.



Pamela A. Freeman
Notary Public

STATE OF ARIZONA)
 : SS:
County of Pima)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
_____ day of _____, 2017, by Brenda Carlson as Secretary of CANOA
VISTAS, INC., an Arizona non-profit corporation, on behalf of the corporation.

Notary Public

STATE OF Wyoming)
 : SS:
County of Laramie)

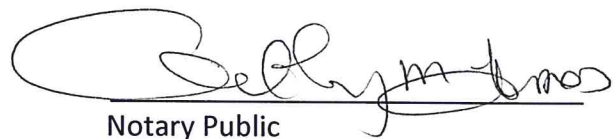
The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____ 2017, by Brent Fabian as President of CANOA VISTAS, INC., an Arizona non-profit corporation, on behalf of the corporation.

Notary Public

STATE OF ARIZONA)
 : SS:
County of Pima)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 17 day of May, 2017, by Brenda Carlson as Secretary of CANOA VISTAS, INC., an Arizona non-profit corporation, on behalf of the corporation.





Notary Public